SECOND SUPPLEMENTAL AGREEMENT
AND AMENDMENT

This Agreement is made as of February 26, 1982, among the CITY OF BOSTON, a municipal corporation ("City"), acting by and through its Mayor and Real Property Board, the BOSTON REDEVELOPMENT AUTHORITY, a public body politic and corporate ("BRA") organized under the laws of the Commonwealth of Massachusetts, and LAFAYETTE PLACE ASSOCIATES, a Massachusetts limited partnership ("Developer"), of which the present general partner is Mondev, Mass. Inc., a Massachusetts corporation.

WITNESSETH:

WHEREAS, the parties hereto or their predecessors have entered into: i) an agreement dated as of December 22, 1978 ("Tripartite Agreement"), and ii) an agreement dated as of June 1, 1979 ("Supplemental Agreement") supplementing the Tripartite Agreement, and iii) an agreement dated October 12, 1979 ("Survival Agreement") relative to the Tripartite Agreement and the Supplemental Agreement. Such agreements are herein collectively referred to as the "Founding Documents" and concern a private and public development

("Lafayette Place") along Washington Street in Boston, Massachusetts, and

WHEREAS, implementation of Lafayette Place has proceeded generally as contemplated by the Founding Documents but with certain changes and modifications, so that the parties desire hereby to set forth further supplemental agreements concerning and amendments to the Founding Documents.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and intending hereby to be legally bound, the parties hereto agree as follows:

. . .

10. Section 6.02. of the Tripartite Agreement is hereby amended in the following respects:

a) In the first paragraph of that Section the following words appearing at the beginning of that paragraph are hereby deleted:

> "In the event that the City shall determine to discontinue the Hayward Place Garage, . . .".

b) The second sentence of the first paragraph of that Section is

hereby deleted and in its place there is substituted the following:

"No sale, transfer or other disposition of any such rights shall be made by the City until three (3) years from the date on which the City has given notice to the Developer of the extent, if any, to which the City has determined and agrees to create subsurface parking beyond that which is to be created hereunder.

c) There is hereby added after the end of the first sentence of the second paragraph of that Section the following:

"Said appraisals were prepared by John E. O'Neill and are dated July 25, 1978 and May 9, 1979".

d) The following paragraphs are hereby added to the end of that Section:

"Notwithstanding anything else above contained, if the Developer shall exercise the right and option set forth in this Section 6.02, there shall automatically

be created an agreement by the Developer to buy and by the City to sell the aforesaid Parcels, except that, if a sale is not legally possible, the provisions of Section 15.05 hereof shall apply. Consistent therewith, the parties acknowledge that the references above to the execution of a purchase and sale agreement are intended only to indicate that appropriate details of the purchase and sale shall be worked out by the parties so as to conform to their intent under this Section 6.02., but if they shall be unable to do so then the matter shall be resolved by arbitration in accordance with the arbitration procedure set forth in ARTICLE EIGHT of the Deed and Agreement, dated as of September 11, 1979, between the City and the Developer and recorded with Suffolk Deeds at Book 9288, Page 90."

. . .

APPROVED AS TO FORM:

\s\ illegible
Corporation Counsel
City of Boston

CITY OF BOSTON

By \s\ Kevin H. White
Kevin H. White
Mayor

APPROVED AS TO FORM:

\s\ illegible
General Counsel
Boston Redevelopment Authority

CITY OF BOSTON
By: Real Property Board

By \s\ Bernard W. Callahan
Bernard W. Callahan
Commissioner of Real
Property Board
Chairman of Real
Property Board

WITNESS:

\s\ illegible

BOSTON REDEVELOPMENT
AUTHORITY

By \s\ Robert H. Ryan
Robert H. Ryan
Director

WITNESS:

\s\ illegible

LAFAYETTE PLACE ASSOCIATES
By: Mondev Mass., Inc.
general partner

By \s\ illegible
Its President

THIRD SUPPLEMENTAL AGREEMENT AND AMENDMENT

This Agreement is made as of 29th day of October, 1987, among the CITY OF BOSTON, a municipal corporation ("City"), acting by and through its Mayor and Real Property Board, the BOSTON REDEVELOPMENT AUTHORITY, a public body politic and corporate ("BRA") organized under the laws of the Commonwealth of Massachusetts, and LAFAYETTE PLACE ASSOCIATES, a Massachusetts limited partnership ("Developer"), of which the present general partner is Mondev, Mass., Inc., a Massachusetts corporation.

WITNESSETH:

WHEREAS, the parties hereto have entered into an agreement dated as of December 22, 1978, supplemented and amended by agreements dated as of June 1, 1979, October 12, 1979 and February 26, 1982 and relating to a private and public development ("Lafayette Place") along Washington Street in Boston, Massachusetts. Such agreement as supplemented and amended is herein referred to as the "Tripartite Agreement".

WHEREAS, in implementation of Phase 2 of Lafayette Place the parties desire hereby to set forth a further supplemental agreement concerning and amendment to the Tripartite Agreement.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and intending hereby to be legally bound, the parties hereto agree as follows:

Section 6.02 of the Tripartite Agreement is amended by deleting the proviso in the fourth full paragraph thereof (beginning with the word "provided that the Developer shall lose" and ending with the words "is or may become obligated hereunder") and substituting in its place the following: "provided that, unless the City and the Developer shall agree to a further extension, the Developer shall lose its rights hereunder to proceed with an acquisition if a closing has not occurred by January 1, 1989, unless the City and/or the Authority shall fail to work in good faith with the Developer through the design review process to conclude a closing.

APPROVED AS TO FORM:

/s/ illegible
Corporation Counsel

CITY OF BOSTON

/s/ Raymond L. Flynn
Raymond L. Flynn, Mayor

CITY OF BOSTON

By: Real Property Board

/s/ J. Edward Roche
J. Edward Roche,
Commissioner Real Property
Board Chairman of Real Property Board

WITNESS:

/s/ Carolina DeBenedictis

WITNESS:

/s/ illegible

BOSTON REDEVELOPMENT AUTHORITY

/s/ Stephen Coyle
Stephen Coyle, Director

LAFAYETTE PLACE ASSOCIATES

By: Mondev Mass., Inc., General Partner

/s/ Marco Tonci Ottieri
Marco Tonci Ottieri